



NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows, the Court finds appropriate, and therefore, it is **ORDERED** that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Number 846-2010-19168. This Decree further resolves all issues in the Complaint filed by the Commission in this civil action. The Commission does not waive processing or litigating charges or cases other than the above referenced charges and Complaints.
3. The Company is required to comply with Title VII of the Civil Rights Act of 1964, as amended, and, accordingly, is prohibited from discriminating against its employees on the basis of gender with respect to subjecting employees at its Dallas, Texas facility to a sexually hostile work environment.
4. The Company agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at its facility in Dallas, Texas (including at its Dallas warehouse) within 10 days after the entry of this Consent Decree. The Company will inform the EEOC that it has complied with this requirement within 30 days after posting the notice.
5. For each year that this Consent Decree is in effect, the Company agrees to continue to provide training on an annual basis for all employees at its Dallas, Texas facility, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure at

the Dallas, Texas facility for individuals who believe that they are being discriminated against by anyone. The training will also include a discussion relating to the issue of sexual harassment, and an explanation of the Company's policies regarding reporting complaints of sexual harassment and the appropriate investigation of such complaints. Shortly after completing such training, the Company will inform the EEOC in writing that such training occurred.

6. The Company agrees to pay Kewanda Lawson the gross sum of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) in full and final settlement of the claim asserted in this dispute, representing compensatory damages under Title VII and the Civil Rights Act of 1991 for the claim asserted by the EEOC on behalf of Charging Party Kewanda Lawson. The EEOC represents and agrees it has not claimed any unlawful separation of employment in this matter, and has not sought any lost wages on Ms. Lawson's behalf. A check in the amount of \$30,000.00 shall be made out to Kewanda Lawson and mailed to the following address no later than 15 days after the Court's execution of this Consent Decree: 10316 Hillhouse Lane, Dallas, Texas 75227. A Form 1099 shall be forwarded to Kewanda Lawson in the ordinary course of business for the \$30,000.00 payment.
7. The Company agrees to provide to all current employees and each new hire at its Dallas, Texas facility for the pendency of this Consent Decree a copy of the Company's Harassment Free Workplace policy, which provides procedures for reporting claims of sexual harassment.
8. The Company agrees to provide all current supervisory employees and each new hire

at its Dallas, Texas facility a copy of the Company's Harassment Free Workplace policy, which provides procedures for addressing and escalating claims of sexual harassment to the Human Resources Department.

9. The Company denies engaging in any unlawful conduct, and this Consent Decree cannot be offered or entered into evidence as an admission of any wrongdoing by the Company, except as to allegations that it violated this Consent Decree.
10. The Company agrees to inform the EEOC within 30 days of entry of this Consent Decree regarding its compliance with the arrangements set forth in paragraphs 4 and 6; and with respect to paragraphs 7 and 8 above, the Company will confirm that it has provided the Company's Harassment Free Workplace policy to all then-current employees at its Dallas, Texas facility. All communications to the EEOC as required by this Decree will be sent via regular mail to Devika Seth, Senior Trial Attorney, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202, or via email at [devika.seth@eeoc.gov](mailto:devika.seth@eeoc.gov)
11. If the Company fails to tender payment or otherwise fails to timely comply with the terms of paragraph 6 above, the Company shall reimburse the EEOC for any reasonable and verified court costs incurred by the EEOC in enforcing such obligation.
12. The Parties agree to bear their own costs associated with this action, including attorneys' fees.
13. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any

other person to remedy any other alleged violations of Title VII by the Company.

14. The Effective Date of this Decree shall be the date upon which it is signed for approval by the Court.
15. The term of this Decree shall be for two (2) years from the Effective Date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF,  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

FOR THE DEFENDANT,  
GENLYTE THOMAS GROUP, LLC  
d/b/a PHILIPS LIGHTING

/s/ Robert A. Canino  
ROBERT A. CANINO  
REGIONAL ATTORNEY  
Oklahoma State Bar No. 011782

TOBY W. COSTAS  
SUPERVISORY TRIAL ATTORNEY  
Texas State Bar No. 04855720

DEVIKA SETH  
SENIOR TRIAL ATTORNEY  
District of Columbia Bar No. 975161

/s/ Dan C. Dargene  
DAN C. DARGENE  
Texas State Bar No. 05384200  
OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.  
8117 Preston Road, Suite 500  
Dallas, Texas 75225

**SO ORDERED on this 24th day of September, 2012.**

  
Reed O'Connor  
UNITED STATES DISTRICT JUDGE

**NOTICE AS REQUIRED UNDER TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

This NOTICE to all employees of the Genlyte Thomas Group, LLC (“Company”) d/b/a Philips Lighting, at its Dallas, Texas facility is being posted as part of a Consent Decree between the Company and the United States Equal Employment Opportunity Commission (“EEOC”).

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person’s race, color, religion, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. The Company strongly supports and will continue to comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing an internal complaint or charges with the United States Equal Employment Opportunity Commission.
3. The Company does not tolerate sexual harassment, sex-based harassment and/or discrimination in the workplace. Employees are reminded that the first violation of the Company’s Harassment Free Workplace policy will subject an employee to disciplinary action, up to termination.
4. Employees may report violations of the Company’s Harassment Free Workplace policy in accordance with the attached copy of the policy, and in addition to the procedures set forth in the Company’s harassment reporting procedures, employees who believe they have been discriminated against may contact the EEOC, Dallas District Office, at 207 S. Houston Street, Dallas, Texas 75202; (214) 253-2700.
5. This NOTICE will remain posted for two (2) years from the effective date of the Consent Decree.